

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada  
Pacific Region  
401 - 1230 Government Street  
Victoria, B.C.  
V8W 3X4  
Bid Fax: (250) 363-3344

**INVITATION TO TENDER**  
**APPEL D'OFFRES**

**Tender To: Public Works and Government Services  
Canada**

We hereby offer to sell to Her Majesty the Queen in right of  
Canada, in accordance with the terms and conditions set  
out herein, referred to herein or attached hereto, the goods,  
services, and construction listed herein and on any attached  
sheets at the price(s) set out therefor.

**Soumission aux: Travaux Publics et Services  
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la  
Reine du chef du Canada, aux conditions énoncées ou  
incluses par référence dans la présente et aux annexes  
ci-jointes, les biens, services et construction énumérés  
ici et sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

**Vendor/Firm Name and Address**  
**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**  
Public Works and Government Services Canada -  
Pacific Region  
401 - 1230 Government Street  
Victoria, B. C.  
V8W 3X4

<b>Title - Sujet</b> LUBRICATING OIL	
<b>Solicitation No. - N° de l'invitation</b> W0103-13M001/A	<b>Date</b> 2013-10-17
<b>Client Reference No. - N° de référence du client</b> W0103-13M001	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$VIC-246-6344
<b>File No. - N° de dossier</b> VIC-3-36128 (246)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2013-11-04</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Pacific Standard Time PST	
<b>F.O.B. - F.A.B.</b> Specified Herein - Précisé dans les présentes <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input checked="" type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Kobenter, Hélène	<b>Buyer Id - Id de l'acheteur</b> vic246
<b>Telephone No. - N° de téléphone</b> (250) 363-3404 ( )	<b>FAX No. - N° de FAX</b> (250) 363-3344
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE CFB ESQUIMALT BLOG BLDG 597D HAZMAT WAREHOUSE VICTORIA BRITISH COLUMBIA V9A7N2 CANADA	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Delivery Required - Livraison exigée</b> See Herein	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

## **TABLE OF CONTENTS**

### **PART 1 - GENERAL INFORMATION**

1. Security Requirement
2. Requirement
3. Debriefings

### **PART 2 - BIDDER INSTRUCTIONS**

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Enquiries - Bid Solicitation
4. Applicable Laws

### **PART 3 - BID PREPARATION INSTRUCTIONS**

1. Bid Preparation Instructions

### **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

1. Evaluation Procedures
2. Basis of Selection

### **PART 5 - CERTIFICATIONS**

1. Mandatory Certifications Required Precedent to Contract Award

### **PART 6 - RESULTING CONTRACT CLAUSES**

1. Security Requirement
2. Requirement
3. Standard Clauses and Conditions
4. Term of Contract
5. Authorities
6. Payment
7. Invoicing Instructions
8. Certifications
9. Applicable Laws
10. Priority of Documents
11. Shelf Life
12. Re-inspect (Shelf Life) Date
13. Labelling
14. Release Documents - Distribution
15. Preparation for Delivery
16. Shipping Instructions
17. Inspection and Acceptance
18. Defence Contract
19. SACC Manual Clauses

### **List of Annexes**

Annex A – Requirement & Basis of Payment

---

## PART 1 - GENERAL INFORMATION

### 1. Security Requirement

There is no security requirement associated with this bid solicitation.

### 2. Requirement

The requirement is detailed under Article 2 of the resulting contract clauses.

### 3. Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

## PART 2 - BIDDER INSTRUCTIONS

### 1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2013-06-01) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

#### 1.1 Defence Standards

The Ministry of Defence UK (MOD UK) defence (DEF) standards (STAN) referenced in this solicitation can be located at the following website: [http://www.dstan.mod.uk/closure\\_notice.html](http://www.dstan.mod.uk/closure_notice.html)

### 2. Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

### 3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority **no later than five (5) calendar days before the bid closing date**. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit

the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

#### **4. Applicable Laws**

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in British Columbia.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

### **PART 3 - BID PREPARATION INSTRUCTIONS**

#### **1. Bid Preparation Instructions**

Canada requests that bidders provide their bid in separately bound sections as follows:

**Section I: Technical Bid (One (1) hard copy)**

**Section II: Financial Bid (One (1) hard copy)**

**Section III: Certifications (One (1) hard copy)**

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### **Section I: Technical Bid**

In their technical bid, bidders must explain and demonstrate how they propose to meet the requirement identified in Annex A.

### **I.1 Mandatory Technical Criteria**

See PART 4, Section 1.1.1 of the bid solicitation

### **I.2 Product Information**

**Bidders must provide with their bid**, the Brand name, the Material Safety Data Sheets (MSDS) and the Letter of acceptance on the Technically Approved Products List (TAPL). Failure to comply with this requirement will render the bid non-responsive.

### **I.3 Substances Concentration Limits**

The product offered must comply with ingredients concentration limits set by “*Canadian Environment Protection Act*” (CEPA) regulations, including the proposed “*Volatile Organic Compound (VOC) Concentration Limits for Certain Products Regulations*”;

### **I.4 Condition of Material**

Material supplied must be new and conform to the latest issue of the applicable drawing, specification and/or part number that is in effect on the bid solicitation closing date.

### **I.5 Container Sizes**

Canada is prepared to accept the nearest available size closest to the size requested in the description, i.e. plus or minus ten (10) percent, where the specified container size is unavailable (i.e. 208 litres drum vs. 205 litres drum). Bidders must ensure that their bid correctly reflects the size i.e. U.S. vs. Imperial vs. metric measures.

### **I.6 Repackaging**

Requirements for repackaged lubricants:

The bidder is required to declare whether he is the original manufacturer of the required item. Where a bidder is not the original manufacturer of the lubricant, the bidder must state whether any party other than the original manufacturer will repack the lubricant. In order for repackaged item to be acceptable, it is mandatory for the bidder to:

- 1) Demonstrate, in their bid or prior to the issuance of the contract, accreditation of the repackaging organization (RPO) to a recognized quality scheme such as ISO 9000 or its derivatives, or comply with the requirements of AQAP 2120 (Allied Quality Assurance Procedure - NATO);
- 2) Submit, with their bid or prior to the issuance of the contract, a copy of their quality management plan for the repackaging of the item to be repackaged or a Certification of accreditation as listed in paragraph a) above.

The quality management plan must include as a minimum:

- Location where the repackaging is to take place;
- How the process is to be achieved;
- Details of how contamination from previous products will be avoided;
- How the RPO will maintain batch control, given that mixing of different batches is not permitted; and
- How the RPO will demonstrate that no degradation of product quality has occurred.

Prior to the shipment of a repackaged product, a sample of the product from the original container together with samples of the repackaged product must be submitted to an agreed test laboratory for re-certification testing at the Bidder's expense.

The Department of National Defence Technical Authority will determine which samples are required.

The RPO must be cognizant of the fact that they are responsible for the quality of the product once repackaged, and that repackaged product must retain all original product characteristics to be acceptable.

- 3) Submit for approval the repackaging process test results prior the shipment of the repackaged product.

## **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Basis of Payment at Annex B. The total amount of Applicable Taxes must be shown separately.

### **II.1 Mandatory Financial Criteria**

See PART 4, Section 1.2.1 of the bid solicitation.

### **II.2 Container Size**

Bidders must pay particular attention to the container size requested. If quoting other than the size requested, please indicate in Annex A the container size you are quoting on.

### **II.3 Exchange Rate Fluctuation**

The requirement does not provide for exchange rate fluctuation protection. Any request for exchange rate fluctuation protection will not be considered and will render the bid non-responsive.

### **II.4 Financial Capability**

SACC Manual clause A9033T (2012-07-16) Financial Capability

## **Section III: Certifications**

Bidders must submit the certifications required under Part 5.

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **1. Evaluation Procedures**

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### **1.1 Technical Evaluation**

##### **1.1.1. Mandatory Technical Criteria**

The following mandatory factors will be taken into consideration in the evaluation of each bid:

- a) The Bidder's technical bid must demonstrate compliance with the requirement detailed in Annex A and with all bid preparation instructions and request for documentation detailed under section I of Part 3 of this solicitation;
- b) The Bidder must sign and return a copy of page 1 of the solicitation document and related amendments to confirm its agreement with all terms and conditions of the bid solicitation.

Failure to meet any of the above instructions and mandatory technical evaluation criteria will result in the Bidder's bid being declared non-responsive and given no further consideration.

## 1.2 Financial Evaluation

### 1.2.1 Mandatory Financial Criteria

- a) Bidders must submit their financial bid using the financial evaluation table provided at Annex A. The total amount of Applicable Taxes must be shown separately.
- b) The requirement include a firm requirement (Item A.1 at Annex A), and an optional requirement (Item A.2 at Annex A). Bidders must submit firm prices and/or rates for all services detailed in the financial evaluation table. A financial bid addressing only a portion of the requirement will be declared non-responsive.
- c) Bidders must specify the container size offered (refer to bid preparation instructions detailed under section II of Part 3 of this solicitation);

Failure to meet any of the above instructions and mandatory financial evaluation criteria will result in the Bidder's bid being declared non-responsive and given no further consideration.

### 1.2.2 Calculation of bid price

- 1) The unit price offered will be multiplied by the requested quantity to obtain the extended price for each item.

Where bidders are offering a different container size than requested at Annex A, and for financial evaluation purposes only, the unit pricing offered will be pro-rated to the requested container size (200L) then multiplied by the requested quantity (72 drums).

Example 1: Bidder A quotes a firm unit price of \$1,100.00 for a container (Drum) size of 208L: The evaluated extended price of the item will be  $[(\$1,100 \div 208 \text{ L}) \times 200\text{L}] \times 72 \text{ drums}$ , i.e. \$76,153.85.

Example 2: Bidder B quotes a firm unit price of \$1,100.00 for a container (Drum) size of 205L: The evaluated extended price of the item will be  $[(\$1,100 \div 205 \text{ L}) \times 200\text{L}] \times 72 \text{ drums}$ , i.e. \$77,268.29.

- 2) The evaluated bid price (Item A.3) will be the sum of the extended prices for Items A.1 (Firm requirement) and A.2 (Optional requirement).

### **1.2.3 Evaluation of Price**

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, Delivered Duty Paid (DDP) Victoria BC Canada V9A 7N2, shipping charges, Environmental Handling Charges, Canadian customs duties and excise taxes included.

## **2. Basis of Selection – Mandatory Technical and Financial Criteria – Multiple Items**

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical and financial evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price on an aggregate basis will be recommended for award of a contract.

## **PART 5 - CERTIFICATIONS**

Bidders must provide the required certifications and documentation to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default, if any certification made by the Bidder is found to be untrue whether during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with this request will also render the bid non-responsive or will constitute a default under the Contract.

### **1. Mandatory Certifications Required Precedent to Contract Award**

#### **1.1 Code of Conduct and Certifications - Related documentation**

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of Standard Instructions 2003. The related documentation therein required will assist Canada in confirming that the certifications are true.

#### **1.2 Federal Contractors Program for Employment Equity - Bid Certification**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from [Human Resources and Skills Development Canada \(HRSDC\)](http://www.hrsdc.gc.ca) - Labour's website

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list at the time of contract award.

## **PART 6 - RESULTING CONTRACT CLAUSES**

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

### **1. Security Requirement**

There is no security requirement applicable to this Contract.

## 2. Requirement

To supply and deliver lubricating oil to the Department of National Defence, CFB Esquimalt in Victoria, BC Canada in accordance with the requirement detailed in Annex A.

## 3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual*(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual> ) issued by Public Works and Government Services Canada.

### 3.1 General Conditions

2010A (2013-04-25), General Conditions – Goods (Medium Complexity), apply to and form part of the Contract.

## 4. Term of Contract

### 4.1 Delivery Date (MANDATORY)

**The Contractor must make the complete delivery within thirty-five (35) calendar days from the effective date of the contract.**

### 4.2 Optional Goods and/or Services

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Line item A.2 of Annex A of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before January 31, 2014 by sending a written notice to the Contractor.

## 5. Authorities

### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Hélène Kobenter  
Procurement Officer  
Public Works and Government Services Canada  
1230 Government Street, Suite 401  
Victoria, British Columbia Canada V8W 3X4  
Telephone: (250) 363-3404  
E-mail: Helene.Kobenter@pwgsc-tpsgc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

### 5.2 Technical Authority

The Technical Authority for the Contract is:

*(Inserted at time of contract award)*

The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority; however, the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### 5.3 Project Authority

The Project Authority for the Contract is:

*(Inserted at time of contract award)*

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### 5.4 Contractor's Representative *(As specified in the Bidder's bid)*

Name and telephone number of the person responsible for:

	General Enquiries	Delivery Follow-up
Name:	_____	_____
Telephone No.:	_____	_____
Facsimile No.:	_____	_____
E-mail address:	_____	_____

## 6. Payment

### 6.1 Basis of Payment – Firm Price, Firm Unit Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices as specified in the Basis of Payment at Annex A for a cost of \$\_\_\_\_\_ (*amount inserted at contract award*). Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

## 6.2 Single Payment

Canada will pay the Contractor upon completion and delivery of the work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

## 6.4 Taxes – Foreign-based Contractor *(if applicable)*

Unless specified otherwise in the Contract, the price includes no amount for any federal excise tax, state or local sales or use tax, or any other tax of a similar nature, or any Canadian tax whatsoever. The price, however, includes all other taxes. If the Work is normally subject to federal excise tax, Canada will, upon request, provide the Contractor a certificate of exemption from such federal excise tax in the form prescribed by the federal regulations.

Canada will provide the Contractor evidence of export that may be requested by the tax authorities. If, as a result of Canada's failure to do so, the Contractor has to pay federal excise tax, Canada will reimburse the Contractor if the Contractor takes such steps as Canada may require to recover any payment made by the Contractor. The Contractor must refund to Canada any amount so recovered.

## 7. Invoicing Instructions

**7.1** The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

**7.2** Invoices must be distributed as follows:

- 1) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- 2) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
- 3) One (1) copy must be forwarded to:

National Defence Headquarters  
DNPS 2-4-7  
101 Colonel By Drive  
Ottawa, Canada K1A 0K2  
Attention: *(Information inserted at time of contract award)*

## 8. Certifications

### 8.1 Compliance

Compliance with the certifications and related documentation provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Contractor in its bid is

untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

## 9. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_. (Insert name of the province or territory as specified by the bidder in its bid, if applicable.)

## 10. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2010A (2013-04-25), General Conditions – Goods (Medium Complexity);
- (c) Annex A, Requirement & Basis of Payment;
- (d) the Contractor's bid dated \_\_\_\_\_, (insert date of bid) (If the bid was clarified or amended, insert at the time of contract award:", as clarified on \_\_\_\_\_ " or ", as amended on \_\_\_\_\_ " and insert date(s) of clarification(s) or amendment(s)).

## 11. Shelf Life

The Contractor must ensure that all items listed in Annex A will contain 75 percent of the authorized shelf life as listed in CFTO D-05-001-001/SF-000 at date of delivery to the Department of National Defence.

## 12. Re-Inspect (Shelf Life) Date

Minimum quality Surveillance of Petroleum Products is established by NATO and set out in CFTO C-82-005-001/AM-003. The minimum retest frequency (referred to in the Canadian Forces Supply System as "shelf life" is set out for the individual items on Annex A, and is NOT to be misunderstood to mean total life expectancy of the product. The product information label must include a Re-Inspect Date taking into account the minimum retest frequency.

## 13. Labelling

Over-labeling of containers is not permitted.

As a minimum, labels must contain the following information:

- a) NATO Stock Number (NSN 9150-99-220-3088); and
- b) NATO Code Number if applicable (e.g., O-278); and
- c) Product Description AND Specification (e.g., Lubricating Oil, Diesel Engine, Severe Service, Grade 40, Joint Designation OMD-113 in accordance with standard DEF STAN 91-22 Issue 5)
- d) Fill Date OR Date of Manufacture (month and year required, e.g., 05-05);
- e) Original Manufacturer's Name with Batch Number (a numeric or alphanumeric trace the container to a Manufacturer's specific batch) (contractor's name optional);
- f) Weight OR Volume of Contents;
- g) Re-inspect Date (e.g., Re-inspect 05-07), and
- h) NATO expiry date (72 months following Date of manufacture) where NATO Code number applicable.

#### **14. Release Documents – Distribution**

The Contractor must prepare the release documents in a current electronic format and distribute them as follows:

- a. One (1) copy mailed to consignee marked: "Attention: Project Authority";
- b. Two (2) copies with shipment (in a waterproof envelope) to the consignee;
- c. One (1) copy to the Contracting Authority;
- d. One (1) copy to:

National Defence Headquarters  
Mgen George R. Pearkes Building  
101 Colonel By Drive  
Ottawa, ON K1A 0K2  
Attention: DNPS 2-4-7

- e. One (1) copy to the Quality Assurance Representative;
- f. One (1) copy to the Contractor; and
- g. For all non-Canadian contractors, one (1) copy to:

DQA/Contract Administration  
National Defence Headquarters  
Mgen George R. Pearkes Building  
101 Colonel By Drive  
Ottawa, ON K1A 0K2  
E-mail: [ContractAdmin.DQA@forces.gc.ca](mailto:ContractAdmin.DQA@forces.gc.ca)

#### **15. Preparation for Delivery**

The Contractor must prepare all items for delivery in accordance with the latest issue of the Canadian Forces Packaging Specification D-LM-008-036/SF-000, DND Minimum Requirements for Manufacturer's Standard Pack.

#### **16. Shipping Instructions – Delivery at Destination**

Goods must be consigned to the destination specified in the Contract and delivered: Delivered Duty Paid (DDP) Victoria BC Canada V9A 7N2 Incoterms 2000 for shipments from a commercial contractor .

#### **17. Inspection and Acceptance**

The Technical Services Section of DND CFB Esquimalt Victoria BC is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Annex A and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

## 18. Defence Contract

SACC Manual clause A9006C (2012-07-16) Defence Contract

## 19. SACC Manual Clauses

The following terms and conditions are incorporated herein

<u>SACC Reference</u>	<u>Section</u>	<u>Date</u>
A9062C	Canadian Forces Site Regulations	2011-05-16
B1505C	shipment of hazardous materials	2006-06-16
B7500C	Excess Goods	2006-06-16
D2000C	Marking	2007-11-30
D2025C	Wood Packaging Materials	2008-12-12
D3010C	Dangerous Goods/Hazardous Products	2012-07-16
D5509C	Quality Assurance Requirements - Submarine Safety(QAC C)	2011-05-16
D5510C	Quality Assurance Authority (DND) - Canadian-based Contractor	2012-07-16
D5515C	Quality Assurance Authority (Department of National Defence) – Foreign-based and United States Contractor	2010-01-11
D5545C	ISO 9001:2008 Quality Management Systems - Requirements (QAC C)	2010-08-16
D5605C	Release Documents (Department of National Defence) – United States-based Contractor	2010-01-11
D5606C	Release Documents (Department of National Defence) - Canadian-based Contractor	2012-07-16
D6010C	Palletization	2007-11-30
D9002C	Incomplete Assemblies	2007-11-30
G1005C	Insurance	2008-05-12

**ANNEX A**  
**REQUIREMENT & BASIS OF PAYMENT**

**PRICING:**

Bidders must submit firm unit prices for Items A.1 and A.2 below.

Pricing must be in Canadian dollars.

Pricing must include:

- Delivery charges to destination (DDP Destination Victoria V9A 7N2)
- All Environmental Handling Charges
- Cost of drums (see Note 1)
- Canadian customs duties;
- Canadian Excise taxes.

Pricing offered must not include:

- Applicable Taxes.

No further charges will be allowed.

Item	Description	Qty requested	Unit of Issue	Firm Unit Price Cdn	Extended Price Cdn (See Note 2)
A.1	<p><b>Firm Requirement</b></p> <p><b>Delivery must be completed within thirty-five (35) calendar days from the effective date of the contract.</b></p> <p><b>NSN: 9150-99-220-3088</b></p> <p>Lubricating Oil, Diesel Engine: Severe Service, Grade 40</p> <p>In accordance with Standard DEF STAN 91-22, Issue 5 Lubricating Oil, Diesel Engine: Severe Service, Grade 40, Joint Service Designation: OMD-113</p> <p>NATO Code No.: O-278</p> <p>Minimum shelf life: 60 months</p> <p>Container Size: 200 Litres (L) (see Note 2)</p> <p>Unit of Issue: Drum (DR)</p> <p>Consignee: CFB Esquimalt, Victoria BC V9A 7N2</p> <p><b>*Brand name offered is (Bidder to specify) :</b> _____</p> <p><b>*Container size offered (Bidder to specify if different from above):</b> _____</p>	72	DR	\$	\$

Item	Description	Qty requested	Unit of Issue	Firm Unit Price Cdn	Extended Price Cdn (See Note 2)
A.2	<p><b>Optional Requirement</b> <b>NSN: 9150-99-220-3088</b></p> <p>Lubricating Oil, Diesel Engine: Severe Service, Grade 40</p> <p>In accordance with Standard DEF STAN 91-22, Issue 5 Lubricating Oil, Diesel Engine: Severe Service, Grade 40, Joint Service Designation: OMD-113 NATO Code No.: O-278 Minimum shelf life: 60 months Container Size: 200 Litres (L) (see Note 2) Unit of Issue: Drum (DR)</p> <p>Consignee: CFB Esquimalt, Victoria BC V9A 7N2</p> <p>Delivery must be completed within thirty-five (35) calendar days from the effective date of the contract amendment.</p> <p>* Brand name offered must be the same as for line item A.1 *Container size offered must be the same as for line item A.1</p>	Up to 72	DR	\$	\$
A.3	<p><b><u>EVALUATED BID PRICE (Items A.1 + A.2)</u></b> <b>(Applicable Taxes excluded)</b> <b>DDP Destination, Victoria BC Canada V9A 7N2</b></p>				\$
A.4	<b>Applicable Taxes</b>				\$
A.5	<b>Total Firm Price</b>				\$

**Notes / Instructions:**

- (1) For items shipped in returnable drums, the cost of each returnable drum must be included in the firm unit price offered for above items A.1 and A.2.

Please indicate the credit cost for returned drums:

Credit for returned drums \$ \_\_\_\_\_ each \*

*\*Bidder to enter a \$0 value or "N/C" if service is available at No Charge.*

*Credit will be deemed not available from the Contractor if space is left blank)*

Credit in full as quoted above must be given for each drum returned in good condition, freight prepaid to Contractor.

Solicitation No. - N° de l'invitation  
W0103-13M001/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
Vic246

Client Ref. No. - N° de réf. du client  
W0103-13M001

File No. - N° du dossier  
VIC-3-36128

CCC No./N° CCC - FMS No/ N° VME

---

Returnable drums will be identified by either embossing them with the company name, symbol, crest or hallmark, by metal nameplate attached to the drum, by stenciling or some other acceptable means.

- (2) Calculation of extended price as per Part 4, Section 1.1.2 titled "Calculation of bid price".